

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
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*San Francisco* P.O. Box 420603  
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## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELECTRICAL UTILITY LINEMAN:  
LINEMAN, CABLE SPLICER  
POWDERMAN  
GROUNDMAN

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA, EXCEPT  
DEL NORTE, MODOC, AND SISKIYOU COUNTIES

61-X-3

CALIFORNIA OUTSIDE LINE CONSTRUCTION

AGREEMENT

BETWEEN

WESTERN LINE CONSTRUCTORS CHAPTER OF NECA

AND

LOCAL UNIONS NO. 47 and 1245

AFL-CIO

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AS AMENDED, EFFECTIVE JUNE 1, 2006  
THROUGH May 31, 2009

**RECEIVED**  
Department of Industrial Relations

JUL 17 2006

Div. of Labor Statistics & Research  
Chief's Office

Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

#### **Travel to Job**

- 4.9 The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each work day on all work within the jurisdiction of the Union.

#### **Holidays and Overtime**

- 4.10 All work performed outside of the regular scheduled working hours and on Saturdays, Sundays, and the following holidays: New Year's Day, Martin Luther King Day (California only), Presidents Day (Nevada only), Memorial Day, Fourth of July, Labor Day, Veteran's Day (California only), Nevada Day (Nevada only), Thanksgiving Day and the Friday following, and Christmas Day, shall be paid for at double the regular straight-time rate of pay. Holidays (except for Veteran's Day) falling on Saturdays and Sundays do not require the Employers to observe those holidays on a Friday or on Monday and the employees will not receive premium time compensation on those Fridays or Mondays.

#### **Health and Welfare**

- 4.11 The parties signatory hereto shall enter into a Health and Welfare Plan for which there is a Trust Agreement, known as the Line Construction Benefit Fund, for the purpose of providing insurance benefits for eligible employees and/or their dependents.

Each Employer employing workers under this Agreement shall pay to the Line Construction Benefit Fund the sum of four dollars and seventy-five cents (\$4.75) for each

### Mileage - Subsistence

- 5.2 (a) A flat rate of forty dollars (\$40.00) per day, shall be paid for each day worked, or when workmen report for work as directed.
- (b) Voluntary Terminations: A worker must work four (4) hours or until noon whichever is later, to be entitled to subsistence for the day.
- (c) Employees covered under this Agreement shall not reside at any job headquarters.

### Headquarters

- 5.3 (a) Headquarters, where employees report, shall have available toilet, parking area, facilities for safe-guarding workmen's tools and facilities for drying workers' clothes in inclement weather. There shall also be available adequate communication for emergency use and a parking area that is fenced gated and locked during working hours.
- (b) Headquarters, where employees report for work, may be on any concrete or black-top road (hard-surfaced), where the above facilities are provided or on any non-hard surfaced road as hereinafter provided. Should the Employer require the worker to report on any non-hard surfaced roads, such roads shall be maintained in good repair, and the Employer shall pay an additional sum of twenty-five cents (\$0.25) per mile for such road, one way per day worked or when workers report for work as directed by the Employer.

### Transfer of Employees

- 5.4 At least three (3) regular work days' notice shall be given to the Union and the employees before workers are transferred from one reporting headquarters to another reporting headquarters. Upon failure to give three (3) days' notice, as stated above, the Employer shall pay one (1) additional day's subsistence for each day notice is not given, as defined in paragraph 5.2 to the existing shop headquarters. Where such penalty is applicable, it shall be based upon the headquarters from which the employee is being transferred.

The notice of transfer required by this Section to be given to the Union shall be in writing to the Local Union's Business Office. The postmark date of such letter shall govern compliance.

If the transfer is the result of the employee's request made through his/her Steward or if no Steward is available, the Business Representative, the reimbursement shall be waived.

### Camp Accommodations

- 5.5 If camp accommodations are provided in lieu of established accommodations, board and lodging will be provided by the Employer at no cost to the employee. A camp may not

be established within twenty-five (25) miles of living accommodations.

### **Offshore Islands**

- 5.6 On offshore islands, the Employer shall furnish full subsistence. The employees shall receive applicable subsistence expense to the point of embarkation for each round trip to the island. Employees shall receive a minimum of eight (8) hours' wages each day they are required to remain on the island. An additional twenty-five cents (.25) per hour expense allowance will be paid for all hours worked on offshore islands.

## **ARTICLE VI**

### **SAFETY AND WORKING RULES**

#### **Safety Rules**

- 6.1 The safety rules of the State having jurisdiction shall be observed by the parties hereto. It is recognized that the Employer has the exclusive responsibility for providing a safe and healthful workplace. To assist the Employer in maintaining an effective and continuing safety program, a permanent Joint Safety Committee shall be established, consisting of four (4) members from the Union and four (4) members from the Employers, who shall meet at regular times to administer educational instructions, investigate serious accidents, and to draft appropriate safety rules. Such rules as adopted by this committee, shall become a part of this Agreement.

#### **Foreman**

- 6.2 On any line job where two (2) or more Journeyman are employed, a Foreman shall be designated by the Employer. Employers under this Agreement shall not be restricted from assigning work to Foreman; when such practices are permitted in the Collective Bargaining Agreement between any IBEW Local Union and the utility customer.

1. Working Foreman may be called by name from the Out-of-Work registers. The applicant called by name must have signed the register not less than three (3) days prior to being referred. Saturdays and Sundays excluded.

Except as provided in Section 3.2, when the employer desires to employ a particular applicant as Foreman, he shall notify the dispatcher of the name of the applicant requested. Upon such request, the dispatcher shall refer the applicant, provided the applicant has been employed for a period of at least one (1) year in the past three and one-half (3½) years under a collective bargaining agreement between the parties to this Agreement. Only one (1) such Foreman shall be allowed on a crew at any one (1) time, and any Foreman called by name must remain in the position of Foreman while employed by the Employer.

2. No Working Foreman shall work when energized work is being performed on 600 volts or more by members of his/her crew.